



APPENDIX B

STATEMENT OF WORK

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APPENDIX B

STATEMENT OF WORK

1.0 SCOPE OF WORK

- 1.1 This Scope of Work outlines the four (4) primary services (hereafter “Services”) as defined below in Paragraph 3.0 (Specific Tasks) required to operate the National Family Caregiver Support Program (NFSCP) (commonly referred as “Family Caregiver Support Program (FCSP)”) and provide Services to eligible Family Caregiver and/or Grandparent/Relative Caregiver Clients as defined in Appendix A (Sample Contract) Exhibit J – Definitions as mandated by the Older Americans Act (OAA), Title III, Part E, and Sections 371 through 374, as well as all applicable OAA requirements; and additional service standards specified in the California Department of Aging (CDA) Service Categories and Data Dictionary (CDA Program Memoranda PM 11-12(P)) established by the CDA and Los Angeles County Community and Senior Services (CSS) Program Memoranda/Directives. Contractor is obligated to provide Services, as described herein. County has established a fixed rate for each unit of Service provided by Contractor.
- 1.2 FCSP is defined in the Older Americans Act (OAA), Title III, Part E, Section 373(b) as support services that shall include (1) information to caregivers, potential caregivers, and those who may assist caregivers about available services; (2) individual counseling, organization of support groups, and caregiver training (individual or group) to assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles; (3) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (4) supplemental services, on a limited basis, to complement the care provided by caregivers.
- 1.3 Throughout this Contract, the term “Client” shall refer to both the Family Caregiver and the Grandparent/Relative Caregiver.
- 1.4 FCSP Services are to be comprehensive, cost-effective, coordinated with other community-based services, and culturally relevant to support Family Caregiver and/or Grandparent/Relative Caregiver Clients in their care-giving role. Services shall support the health and dignity of the Family Caregiver and/or Grandparent/Relative Caregiver Client.

2.0 ELIGIBILITY CRITERIA

- 2.1 The U.S. Department of Health and Human Services Administration on Aging (AoA) determines the criteria for FCSP eligibility, and is based on the current guidelines of the Older Americans Act of 1965, as reauthorized in October 2006. The base criteria may be enhanced based on California State regulations and Los Angeles County (County) policies. Unless otherwise expressly indicated in this Contract or by Federal, State, or local law, Contractor shall only provide FCSP Services to eligible individuals.
- 2.2 Under the FCSP, the Family Caregiver and/or Grandparent/Relative Caregiver Client is the caregiver. As defined in Title III, Part A, Sections 302(3) and 372 (a) (2) of the OAA, individuals are eligible to be Family Caregiver and/or Grandparent/Relative Caregiver Clients and receive FCSP Services when they meet either of the following criteria as appropriate for the classification they fall within:

2.2.1 FAMILY CAREGIVER

2.2.1.1 A Family Caregiver, according to Section 302 (3) of the OAA, and as defined in Appendix A (Sample Contract) Exhibit J – Definitions, is defined as:

2.2.1.1.1 An adult family member (18 years of age and older); OR

2.2.1.1.2 Another individual, who is an informal provider of in-home and community care.

2.2.2 GRANDPARENT/RELATIVE CAREGIVER

2.2.2.1 A Grandparent or Relative Caregiver, according to Section 372 (a) (2) of the OAA, and as defined in Appendix A (Sample Contract) Exhibit J – Definitions, is defined as:

2.2.2.1.1 An adult 55 years of age or older and a grandparent, step-grandparent, relative by blood, marriage, or adoption to a Child (see Appendix A (Sample Contract) Exhibit J – Definitions); AND

2.2.2.1.2 Is not the parent of the Child; AND

2.2.2.1.3 Is the Primary Caregiver (as defined in Appendix A (Sample Contract) Exhibit J - Definitions) of the Child because the biological or adoptive parents are unable or unwilling to serve as the caregiver of the Child; AND

- 2.2.2.1.4 Has a legal relationship to the Child, such as legal custody or guardianship, or is raising the Child informally.

2.3 CARE RECEIVER

- 2.3.1 In order to determine the eligibility of a Family Caregiver or Grandparent/Relative Caregiver as a potential Client for Services, the Care Receiver must meet the following criteria:

- 2.3.1.1 The Care Receiver of a Family Caregiver is:

- 2.3.1.1.1 An Older Individual (see Appendix A (Sample Contract) Exhibit J – Definitions); OR

- 2.3.1.1.2 An individual of any age with Alzheimer's disease or a related disorder with neurological and Organic Brain Dysfunction (see Appendix A (Sample Contract) Exhibit J - Definitions).

- 2.3.1.2 The Care Receiver of a Grandparent/Relative Caregiver is:

- 2.3.1.2.1 A Child, according to Section 372 (a) (1) of the OAA, and as defined in Appendix A (Sample Contract) Exhibit J – Definitions); OR

- 2.3.1.2.2 An individual with a Disability (see Appendix A (Sample Contract) Exhibit J – Definitions).

- 2.4 Family Caregiver and/or Grandparent/Relative Caregiver Clients who receive FCSP-funded Respite Care Services and Supplemental Services, as further defined below, must provide care to a Care Receiver who meets the following more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" (see Appendix A (Sample Contract) Exhibit J – Definitions) (OAA Section 102 (22)):

- 2.4.1 In the case of a Client who is providing care to an Older Individual who meets the following condition:

- 2.4.1.1 Is unable to perform at least two (2) Activities of Daily Living as stated in California Health and Safety Code 1569.2 (h) (also see Appendix A (Sample Contract) Exhibit J – Definitions) without substantial human assistance, including verbal reminding, physical cueing, or supervision; or at the option of the State, is unable to perform at least three (3) such activities without such assistance; or

- 2.4.1.2 Due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

2.5 PRIORITY: In providing FCSP Services, priority shall be given to:

- 2.5.1 Family Caregiver and/or Grandparent/Relative Caregiver Clients who are Older Individuals with Greatest Social Need (see Appendix A (Sample Contract) Exhibit J – Definitions), and Older Individuals with Greatest Economic Need (see Appendix A (Sample Contract) Exhibit J – Definitions) (with particular attention to low-income Family Caregiver and/or Grandparent/Relative Caregiver Clients);
- 2.5.2 Family Caregiver and/or Grandparent/Relative Caregiver Clients that provide care to Care Receivers with Alzheimer's disease and related disorders with neurological or Organic Brain Dysfunction; of these, priority shall be given to those caring for Older Individuals with such diseases or disorders (see Title III, Part E; Section 372(b)(1) of the OAA);
- 2.5.3 Grandparents or Older Individuals who are Relative Caregivers of a Child; of these, priority shall be given to those caring for children with Severe Disabilities (see Title III, Part E; Section 372(b)(2) of the OAA); and;
- 2.5.4 Older Individuals providing care to individuals with Severe Disabilities, including children with Severe Disabilities (see Title III, Part E; Section 373(c)(2)(B) of the OAA).

3.0 SPECIFIC TASKS

- 3.1 The following guidelines listed below establish the standards for the provision of Services that are required by the FCSP, including units of measurement and rates of reimbursement per activity type.
- 3.2 Contractor shall provide each Service to assist Family Caregiver and/or Grandparent/Relative Caregiver Clients in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles. The FCSP is comprised of four (4) primary Services (Information Services, Support Services, Respite Care Services, and Supplemental Services) as outlined below:
 - 3.2.1 **INFORMATION SERVICES** - The provision of Public Information on Caregiving and/or Community Education on Caregiving, including information about available Services.

- 3.2.1.1 Contractor is limited to allocating a maximum amount of 20% of total funds to provide Information Services.
- 3.2.1.2 Contractor shall provide Information Services that market the Services to all ethnic groups in each Supervisorial District in which Services are being provided by Contractor.
- 3.2.1.3 Contractor shall ensure that Information Services are provided to all populations including, but not limited to, homeless, veterans, and Lesbian-Gay-Bisexual-Transgender (LGBT) Family Caregiver and/or Grandparent/Relative Caregiver Clients.
- 3.2.1.4 In providing Information Services to the Family and/or Grandparent/Relative Caregiver Client, Contractor must provide at least one (1) Service from the Information Services category below.
 - 3.2.1.4.1 **Public Information on Caregiving** – Contractor shall provide information about available FCSP and other Family Caregiver and/or Grandparent/Relative Caregiver Client support resources and Services. The means of providing information may include, but is not limited to, disseminating publications such as newsletters, brochures, and flyers.
 - 3.2.1.4.1.1 Unit of Measurement: one (1) activity of providing information and/or resources for a minimum of two (2) consecutive hours.
 - 3.2.1.4.1.2 Maximum Rate of Reimbursement: \$90.00/activity
 - 3.2.1.4.2 **Community Education on Caregiving** - Contractor shall educate groups of current or potential Family Caregiver and/or Grandparent/Relative Caregiver Clients as well as those who may provide them with assistance about available FCSP and other Family Caregiver and/or Grandparent/Relative Caregiver Client support resources and Services.

3.2.1.4.2.1 Unit of Measurement: one (1) activity of Community Education, at a minimum of two (2) hours to conduct presentations provided to a minimum audience size of at least ten (10) participants.

3.2.1.4.2.2 Maximum Rate of Reimbursement: \$90.00/activity.

3.2.1.4.3 Contractor must maintain copies of documents as evidence of Community Education. These documents include, but are not limited to, flyers, agendas, and power point presentations. Contractor must maintain copies of all sign-in sheets as evidence of Community Education attendance. Such records shall be maintained in accordance with record retention policies outlined in Appendix A (Sample Contract) Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).

3.2.2 **SUPPORT SERVICES** – As explained in the sub-parts below, Support Services are designed to provide Caregiver Assessment, Caregiver Counseling, Caregiver Support Groups, Caregiver Training, and Caregiver Case Management.

3.2.2.1 In providing Support Services to the Family Caregiver and/or Grandparent/Relative Caregiver Client, Contractor is required to provide Caregiver Assessment, as identified in Sub-paragraph 3.2.2.2, at a minimum.

3.2.2.2 **Caregiver Assessment** – Caregiver Assessment is a mandatory assessment service required for all Family Caregiver and/or Grandparent/Relative Caregiver Clients (other than those who receive Information Services) in order to determine the most accurate FCSP Services needed.

3.2.2.2.1 Caregiver Assessments shall be conducted by persons trained and experienced in the skills required to deliver this Service and shall result in a plan that includes back-up provisions and shall be periodically updated. Contractor shall explore options and courses of action for Family Caregiver and/or Grandparent/Relative Caregiver Clients by identifying their:

- a) Willingness to provide care;
- b) Duration and care-frequency preferences;
- c) Caregiving abilities
- d) Physical health, psychological health, social support;
- e) Training needs;
- f) Financial resources available for caregiving; and;
- g) Strengths and weaknesses within the immediate caregiving environment and the Client's extended informal support system which may consist of relatives, neighbors, and friends.

3.2.2.2.2 For each Caregiver Assessment, Contractor shall utilize the County's Universal Intake Form,(see Appendix A (Sample Contract) Exhibit J – Definitions and Appendix C (Sample Contract) Exhibit 6 Universal Intake Form) and input the information from the Universal Intake Form into the Harmony For Aging (HFA) system (see Sub-paragraph 11.1). A new form shall be used for each year a Family Caregiver and/or Grandparent/Relative Caregiver Client participates in the Program (see Appendix A (Sample Contract) Exhibit J – Definitions). Notification of the assessment/reassessment must be entered into HFA within 14 days of completion according to CDA guidelines.

3.2.2.2.2.1 Unit of Measurement: one (1) hour of individual one-on-one assessment between a Contractor and a Family Caregiver and/or Grandparent/Relative Caregiver Client or potential Client.

3.2.2.2.2.2 Maximum Rate of Reimbursement: \$45.00 hour.

3.2.2.2.3 An annual reassessment shall be conducted of the Family Caregiver and/or Grandparent/Relative Caregiver Client items defined in Sub-paragraph 3.2.2.2.1 above, and in the Client's Care Receiver status. A reassessment shall utilize a new County Universal Intake Form or each Client that participates in the Program.

3.2.2.3 **Caregiver Counseling** – Contractor shall provide Caregiver Counseling to each Family Caregiver and/or Grandparent/Relative Caregiver Client by a Caregiver Counselor experienced in the skills required to deliver the level of support needed for stress, depression, and loss as a result of caregiving responsibilities:

3.2.2.3.1 When counseling involves therapy for stress, depression, and loss as a result of caregiving responsibilities, Services must be provided by a licensed health professional (e.g. Doctor of Medicine (M.D.), Registered Nurse (R.N.), Psychologist (Psy.D.), Marriage and Family Therapist (MFT), Licensed Clinical Social Worker (LCSW), etc.), or by a paraprofessional supervised by a licensed health professional that is appropriately trained and experienced in the skills to deliver such services. Caregiver Counseling may also:

- a. Involve the Family Caregiver and/or Grandparent/Relative Caregiver Client's informal support system such as relatives, neighbors, friends, etc.
- b. Be individual in-person sessions and/or telephone consultations.
- c. Address caregiving-related financial and long-term care placement responsibilities.

3.2.2.3.2 In providing Caregiver Counseling, Contractor shall utilize the County's Universal Intake Form, and input the information into the HFA system. A new, separate form shall be used for each Family Caregiver and/or Grandparent/Relative Caregiver Client each year the Client participates in the Program.

3.2.2.3.3 Unit of Measurement: one (1) hour of individual, one-on-one counseling between a Contractor and a Family Caregiver and/or Grandparent/Relative Caregiver Client. A session is measured at one (1) hour.

3.2.2.3.4 Maximum Rate of Reimbursement: \$45.00/hour

3.2.2.4 **Caregiver Support Group** – Contractor shall provide Caregiver Support Group Services led by a competent Caregiver Support Group Facilitator to a group of 3-12 Family Caregiver or Grandparent/Relative Caregiver Clients (see Paragraph 5.5 Caregiver Support Group Facilitator, for description of staff position). Contractor shall conduct a Caregiver Support Group at least monthly within a private supportive setting or via a controlled access, moderated online or teleconference approach, to encourage participation and for the purpose of sharing experiences and ideas to ease the stress of caregiving and improving decision making and problem solving skills related to their caregiving responsibilities. Appropriate private supportive settings include the following:

- a. In person, face-to-face meetings; or
- b. Controlled access (limited to group participants only) moderated online; or
- c. Controlled access moderated by teleconference (all participants with a facilitator via telephone).

3.2.2.4.1 Contractor shall maintain sign-in or attendance sheets and/or other documents to verify Family Caregiver and/or Grandparent/Relative Caregiver Client's participation. Such records shall be maintained in accordance with record retention policies outlined in Appendix A (Sample Contract) Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).

3.2.2.4.2 In providing Caregiver Support Group Services, Contractor shall utilize the County's Universal Intake Form, and input the information into the HFA system. A new separate form shall be used for each Family Caregiver and/or Grandparent/Relative Caregiver Client each year a Client participates in the Program.

3.2.2.4.3 Unit of Measurement: one (1) hour solely for the provision of Service by a Contractor to each Family Caregiver and/or Grandparent/Relative Caregiver Client (or potential Client(s)) in a group. Client information shall be collected and entered into HFA individually for all of the Family Caregiver and/or Grandparent/Relative Caregiver Clients and their respective Care Receivers. Billing methodology shall be based on an entire group as follows:

3.2.2.4.3.1 For example: For a group comprised of seven (7) participants, the Unit of Measurement will be recorded in HFA as seven (7) hours of Service; however, for billing purposes, all billing must be tied to one (1) participant that attended the support group.

3.2.2.4.3.2 Maximum Rate of Reimbursement: \$45.00/hour per Support Group session.

3.2.1.4 **Caregiver Training** – Contractor shall conduct training workshops for Family Caregiver and/or Grandparent/Relative Caregiver Clients, or provide one-on-one individually tailored sessions to Clients, conducted either in person or electronically, by a skilled and knowledgeable individual, to assist Clients in developing the skills and gaining the knowledge necessary to fulfill their caregiving responsibilities. Contractor shall at a minimum address health, nutrition, and financial matter literacy in these trainings. Other areas for Caregiver Training shall include, but are not limited to: daily case management, disease progression, behavior interventions and coping skills, assistive technology and home adaptation options, supplemental resources and services, legal issues and Family Caregiver and/or Grandparent/Relative Caregiver Client rights, and emergency and long-term care planning.

3.2.1.4.1 In providing Caregiver Training, Contractor shall utilize the County's Universal Intake Form, and input the information into the HFA system. A new, separate form shall be used for each Family Caregiver and/or Grandparent/Relative Caregiver Client each year a Client participates in the Program.

3.2.1.4.2 Contractor must maintain copies of training documents as evidence of trainings. Training documents include, but are not limited to: flyers, agendas, power point presentations. Contractor must maintain copies of all sign-in sheets as evidence of training attendance.

3.2.1.4.3 Unit of Measurement: one (1) hour solely for the provision of Service to a Family Caregiver and/or Grandparent/Relative Caregiver Client or potential Client(s) in a group. Family Caregiver and/or Grandparent/Relative Caregiver Client information shall be collected and entered into HFA individually for all of the Clients and respective Care Receivers. Billing methodology shall be based on an entire group as follows:

3.2.1.4.3.1 For example: For a group comprised of seven (7) participants, the Unit of Measurement will be recorded in HFA as seven (7) hours of Service; however, for billing purposes, all billing must be tied to one (1) participant that attended the training session.

3.2.1.4.3.2 Maximum Rate of Reimbursement: \$45.00/hour.

3.2.1.5 **Caregiver Case Management** – Caregiver Case Management Services are designed to assess the needs, coordinate the provision of Services, and monitor an optimum package of services that meet the needs of the Family Caregiver and/or Grandparent/Relative Caregiver Client through the development of an ongoing care plan by the Case Manager (see Appendix A (Sample Contract) Paragraph 5.4 Case Manager, for description of staff position)). The Care Plan shall include:

- 3.2.1.5.1 A comprehensive assessment of the Family Caregiver and/or Grandparent/Relative Caregiver Client to identify problems, including functional and other limitations that impede routine caregiving duties, responsibilities, and productivity;
- 3.2.1.5.2 The physical, psychological, and social needs of the Family Caregiver and/or Grandparent/Relative Caregiver Client;
- 3.2.1.5.3 Services requested;
- 3.2.1.5.4 Follow-up actions and progress notes;
- 3.2.1.5.5 An assessment of the Care Receiver is required to determine Activities of Daily Living (ADL) needed, and also which Instrumental Activities of Daily Living (IADL) the Care Receiver requires, as stated in the California Health and Safety Code 1569.2. (f)) (see also Appendix A (Sample Contract), Exhibit J – Definitions), and consideration of any disability factors.
- 3.2.1.5.6 Caregiver Case Management Services shall be provided by a Case Manager who is trained and experienced in the skills that are required to coordinate and monitor the provision of formal Family Caregiver and/or Grandparent/Relative Caregiver Client-related Services in circumstances where Clients are experiencing diminished capacities due to mental impairment or temporary severe stress and/or depression.
- 3.2.1.5.7 In providing Caregiver Case Management, Contractor shall utilize the County's Universal Intake Form, and input the information into the HFA system. A new form shall be used for each Family Caregiver and/or Grandparent/Relative Caregiver Client each year a Client participates in the Program.
- 3.2.1.5.8 Unit of Measurement: one (1) hour solely for the provision of Service to a Family Caregiver and/or Grandparent/Relative Caregiver Client or potential Client(s).

3.2.1.5.9 Maximum Rate of Reimbursement:
\$45.00/hour

3.3 **RESPITE CARE SERVICES** - Contractor shall provide Respite Care Services to allow Family Caregiver and/or Grandparent/Relative Caregiver Clients to have a temporary period of relief or rest from caregiving responsibilities.

3.3.1 Contractor shall provide Respite Care Services to allow Family Caregiver and/or Grandparent/Relative Caregiver Clients temporary respite on an intermittent, occasional, or emergency basis in a manner that responds to the individual needs and preferences of a Client and their Care Receivers, rather than a pre-established set amount offered on a "first come, first served" waiting list basis. Contractor shall evaluate a Family Caregiver and/or Grandparent/Relative Caregiver Client's needs and coordinate Services to be provided by Contractor's designated personnel and/or sub-contractor(s) (provided Contractor has been authorized by County to sub-contract (Appendix A (Sample Contract) Paragraph 8.40 – Subcontracting)). Contractor shall conduct background checks with fingerprinting and ensure that all Respite Care workers are appropriately trained, and experienced, certified, and/or licensed as determined by the needs of the caregiver.

Types of Respite Care Services:

Intermittent – Time off, once a week for a limited number of hours, to give the Family Caregiver and/or Grandparent/Relative Caregiver Client a planned or unscheduled break.

Occasional – Time off for the Family Caregiver and/or Grandparent/Relative Caregiver Client to attend a special event.

Emergency – Extended break provided to the Family Caregiver and/or Grandparent/Relative Caregiver Client to address an intervening circumstance, such as Client emotional stress or hospitalization and recovery.

3.3.2 Respite Care Services shall be provided only to Family Caregiver and/or Grandparent/Relative Caregiver Clients who care for a Care Receiver having two (2) or more ADL limitations or a cognitive impairment, or to a Client who is the Grandparent or older adult relative caring for a Child.

3.3.3 In providing Respite Care Services, Contractor shall utilize the County's Universal Intake Form, and input the information into the HFA system.

A new form shall be used for each Family Caregiver and/or Grandparent/Relative Caregiver Client each year a Client participates in the Program.

3.3.4 In providing Respite Care to a Family Caregiver and/or Grandparent/Relative Caregiver Client, Contractor must provide at least one (1) Service from the Respite Care categories below:

3.3.4.1 **Caregiver Respite In-Home Supervision** means Respite Care that includes the provision of Care Receiver day and/or overnight supervision and friendly visiting (with the role of supervision as well as companionship) provided by Contractor staff who has the appropriate and necessary skills in order to ensure health or safety and prevent wandering.

3.3.4.1.1. Unit of Measurement: one (1) hour of individual, one-on-one contact between a Respite Care provider and a Care Receiver.

3.3.4.1.2 Maximum Rate of Reimbursement: \$16.00/hour

3.3.4.2 **Caregiver Respite Homemaker Assistance** is Respite Care that includes the provision of assistance to a Care Receiver with meal preparation, medication management, using the phone, and/or light housework (along with Care Receiver supervision) by a Respite Care provider who has the appropriate and necessary skills to provide homemaker assistance.

3.3.4.2.1 Unit of Measurement: one (1) hour

3.3.4.2.2 Maximum Rate of Reimbursement: \$16.00/hour

3.3.4.3 **Caregiver Respite In-Home Personal Care** is Respite Care that includes the provision of assistance to a Care Receiver with eating, bathing, toileting, transferring, and/or dressing (along with supervision of the Care Receiver and related home-keeping) by a Respite Care provider who has the appropriate and necessary skills to provide personal care.

3.3.4.3.1 Unit of Measurement: one (1) hour

3.3.4.3.2 Maximum Rate of Reimbursement: \$18.00/hour

3.3.4.4 **Caregiver Respite Home Chore** is Respite Care that includes a Respite Care provider who has the appropriate and necessary skills to assist a Family Caregiver and/or Grandparent/Relative Caregiver Client with heavy housework, yard work, and/or sidewalk and other routine home maintenance (but not structural repairs) associated with caregiving responsibilities.

3.3.4.4.1 Unit of Measurement: one (1) hour

3.3.4.4.2 Maximum Rate of Reimbursement: \$16.00/hour

3.3.4.5 **Caregiver Respite Out-of-Home Day Care** is Respite Care in which the Care Receiver attends a supervised/protective, congregate setting during some portion of a day, and includes access to social and recreational activities. Contractor shall ensure that all congregate settings are safe with proper supervision and have appropriate licensing and certification.

3.3.4.5.1 Unit of Measurement: one (1) hour

3.3.4.5.2 Maximum Rate of Reimbursement: \$8.80/hour

3.4 **SUPPLEMENTAL SERVICES** - Family Caregiver and/or Grandparent/Relative Caregiver Client-centered assistance offered on a limited basis to support, strengthen, and complement the caregiving efforts. Supplemental Services shall be provided only to either a Family Caregiver Client of a Care Receiver having two (2) or more ADL limitations or a cognitive impairment, or a Grandparent/Relative Caregiver Client who is the grandparent or older adult relative caring for a child.

3.4.1 Contractor shall provide Supplemental Services intended to complement the care provided by Family Caregiver and/or Grandparent/Relative Caregiver Clients. Contractor shall perform Supplemental Services as needed and on a limited basis; a maximum of 20% of total contract funds can be allocated to provide these Services. The maximum amount to be spent on purchased Services (Assistive Devices for Caregiving, Home Adaptations for Caregiving, and/or Caregiver Emergency Cash/Material Aid) for any one (1) Client shall not exceed \$800.00 in any fiscal year, without prior approval of County.

3.4.2 Contractor shall be reimbursed through Caregiver Case Management Services for the time spent to arrange Supplemental Services that meet the needs of Family Caregiver and/or Grandparent/Relative Caregiver Clients (see Section 3.3.1.5).

- 3.4.3 In providing Supplemental Services, Contractor shall utilize the County's Universal Intake and input the information into the HFA system. A new form shall be used for each Family Caregiver and/or Grandparent/Relative Caregiver Client each year a Client participates in the Program.
- 3.4.4 Rates are negotiable as Services are provided as needed based on fair market value. Caregiver Services Registry (see 3.5.5.3) is the only Supplemental Service sub-category with an established rate.
- 3.4.5 In providing Supplemental Services to a Family Caregiver and/or Grandparent/Relative Caregiver Client, Contractor must provide at least one (1) Service from the Supplemental Services categories below:
 - 3.4.5.1 **Assistive Devices for Caregiving** – Contractor shall assist the Family Caregiver and/or Grandparent/Relative Caregiver Client with the purchase, rental fee of any equipment or product system (examples include, but are not limited to: a lift chair or bathtub transfer bench, electronic pill dispenser, emergency alert fall prevention device, etc.) that will facilitate and enhance caregiving responsibilities. In providing this Service, Contractor shall provide at a minimum three (3) vendor/service agency referrals to a Family Caregiver and/or Grandparent/Relative Caregiver Client. Upon Client's selection of the vendor/service agency, Contractor shall arrange the purchase and delivery of the needed equipment by working directly with a vendor/service agency.
 - 3.4.5.1.1 Services shall be closely monitored by Contractor staff to ensure that Services are supporting the needs of the caregiver and to guarantee that the Service is offered on an appropriate basis.
 - 3.4.5.1.2 Unit of Measurement: one (1) device = one (1) occurrence.
 - 3.4.5.1.3 Maximum Rate of Reimbursement: Negotiable at fair market value for Service provided; however, shall not exceed \$800.00 per Family Caregiver and/or Grandparent/Relative Caregiver Client in any fiscal year, without prior written approval of County.

- 3.4.5.2 **Home Adaptations for Caregiving** - Contractor shall arrange for minor or major physical change to the home in order to facilitate and enhance the caregiving role (examples include, but are not limited to: installation of grab bars, replacement of door handles, construction of an entrance ramp or roll-in shower, etc.). In providing this Service, Contractor shall provide at a minimum three (3) vendor/service agency referrals to a Family Caregiver and/or Grandparent/Relative Caregiver Client. Upon Client's selection of the vendor/service agency, Contractor shall arrange the purchase and delivery of the needed equipment by working directly with a vendor/service agency.
- 3.4.5.2.1 Services shall be closely monitored by Contractor staff to ensure that Services are supporting the needs of the caregiver and to guarantee that the Service is offered on an appropriate basis.
- 3.4.5.2.2 Unit of Measurement: 1 modification = one occurrence.
- 3.4.5.2.3 Maximum Rate of Reimbursement: Negotiable at fair market value for Service provided; however, shall not exceed \$800.00 per Family Caregiver and/or Grandparent/Relative Caregiver Client in any fiscal year, without prior written approval of County.
- 3.4.5.3 **Caregiving Services Registry** – Contractor shall recruit, screen, and maintain a listing of dependable, qualified self-employed homemakers or Registry workers who may be matched with Family Caregiver and/or Grandparent/Relative Caregiver Clients willing to utilize personal resources to hire and pay a self-employed homemaker or Registry worker for assistance with their caregiving responsibilities. Both the Family Caregiver and/or Grandparent/Relative Caregiver Client and potential self-employed homemaker or Registry worker shall be advised about appropriate compensation and workplace performance expectations upon hire by caregiver. Contractor shall maintain documentation signed by a Family Caregiver and/or Grandparent/Relative Caregiver Client to include the date of the recruitment/match. Contractor shall provide follow-up with both parties via a telephone call on a quarterly basis to ensure the match is functioning effectively.

3.4.5.3.1 Contractor shall conduct background checks with fingerprinting, and shall also ensure that all Registry workers are appropriately trained, experienced, certified, and/or licensed as determined by the needs of the caregiver.

3.4.5.3.2 Unit of Measurement: one (1) hour = one (1) occurrence to prepare and deliver this Service (recruiting, matching, screening and maintaining a listing) by a Contractor to a Family Caregiver and/or Grandparent/Relative Caregiver Client. Caregiver Services Registry maintenance time shall be billed regardless of the outcome (e.g., whether the match is successful or not) as long as it is tied to a specific Family Caregiver and/or Grandparent/Relative Caregiver Client.

3.4.5.3.3 Maximum Rate of Reimbursement: \$32.00/hour

3.4.5.4 **Caregiving Emergency Cash/Material Aid** – Contractor shall arrange for and provide assistance to Family Caregiver and/or Grandparent/Relative Caregiver Clients in the form of commodities, surplus food, emergency cash, transit passes, meals, and vouchers that will help meet identified needs determined by the caregiver associated with an individual Family Caregiver and/or Grandparent/Relative Caregiver Client’s responsibilities.

3.4.5.4.1 Services shall be closely monitored by Contractor staff to ensure that Services are supporting the needs of the caregiver and to guarantee that the Service is offered on an appropriate basis. Contractor shall maintain documentation including receipts to verify all expenditures of Family Caregiver and/or Grandparent/Relative Caregiver Client’s needs. Such records shall be maintained in accordance with record retention policies outlined in Appendix A (Sample Contract) Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).

3.4.5.4.2 Unit of Measurement: one “assistance” event = one (1) occurrence.

3.4.5.4.3 Maximum Rate of Reimbursement: Shall not exceed \$800.00 per Family Caregiver and/or Grandparent/Relative Caregiver Client in any fiscal year, without prior written approval of County.

4.0 ADDITIONAL REQUIREMENTS

- 4.1 In addition to the specific tasks necessary to provide Services to Family Caregiver and/or Grandparent/Relative Caregiver Clients, Contractor must also adhere to minimum requirements to ensure that Contractor maintains the level of care, performance, staffing, reporting and any compliance requirements with County, State, and Federal guidelines that govern the Program.
 - 4.1.1 Contractor must have written procedures to protect the confidentiality and privacy of Family Caregiver and/or Grandparent/Relative Caregiver Client information collected for Program purposes in accordance with Title 22 CCR 7500 et seq.
- 4.2 Contractors may serve Family Caregiver and/or Grandparent/Relative Caregiver Clients who also provide services under In-Home Supportive Services (IHSS) (see Appendix A (Sample Contract) Exhibit J – Definitions). However, while FCSP Services cannot be used in place of IHSS, FCSP can be used to supplement beyond the hours provided by IHSS.
- 4.3 A Family Caregiver or Grandparent/Relative Caregiver provides care without pay. FCSP funds cannot be used to pay the Family Caregiver and/or Grandparent/Relative Caregiver Client a stipend or salary for providing care. FCSP funds may be used to pay another family member or friend to provide Respite Care Services or Supplemental Services to the Family Caregiver and/or Grandparent/Relative Caregiver Client.
- 4.4 Contractor acknowledges that FCSP funds cannot be used to support (and FCSP does not include) the following activities:
 - a. Providing assistance directly to a Care Receiver;
 - b. Providing an equal level of service to all Family Caregiver and/or Grandparent/Relative Caregiver Clients, rather than assistance based on the Client's level of need and priority;
 - c. One (1) time or end-of-the-year assistance to Family Caregiver and/or Grandparent/Relative Caregiver Clients without an identified individual Client's need;
 - d. Payment of any costs for a Family Caregiver and/or Grandparent/Relative Caregiver Client to attend a caregiver camp, spa, resort, or restaurant;

- e. Temporary worker relief from formally paid services (e.g., IHSS or services required to be provided in a licensed facility such as a residential care facility for the elderly); or
- f. Supplementing service unit cost of “a participant day” at an adult day care program. A “participant day” usually ranges from four (4) – six (6) hours and is used in the delivery of an adult day care service and purchased by day of service, as opposed to hours of service. Therefore, “participant day” cannot be used in conjunction with purchase of hours.

5.0 CONTRACTOR PERSONNEL

5.1 General Requirements: Contractor shall have a sufficient number of qualified staff to deliver the Service(s) adequately with the appropriate education, experience, and qualifications to carry out the requirements of the FCSP. The total number of staff shall be based on the method and level of Services provided, and the size of the service area served by Contractor.

5.1.1 Contractor shall operate continuously throughout the entire term of this Contract with at least the minimum number of staff set forth herein, as well as any other applicable staffing requirements established by County necessary for Contractor to provide Services herein. Such personnel shall meet all qualifications in this Contract, as well as any provided by County through Contract Amendments, Administrative Directives, or Program Policy Memorandums.

5.1.2 Contractor shall ensure that Contractor staff is available to all Family Caregiver and/or Grandparent/Relative Caregiver Clients, potential Clients, and referral sources, as well as to County, on a minimum five-day-a-week (Monday through Friday) basis (not including County recognized holidays). Contractor’s office shall be open a minimum eight (8) hours per day between the hours of 8:00 a.m. to 5:00 p.m. Contractor shall also ensure that live telephone contact with Contractor’s staff is available to Family Caregiver and/or Grandparent/Relative Caregiver Clients, potential Clients, referral sources, as well as to County, during Contractor’s hours of operation. Contractor shall also ensure that each Contractor site has a telephone answering machine or voice mail in place during off-business hours. Contractor’s staff shall check and respond to all messages in a timely manner.

5.1.3 Contractor shall always have an employee with the authority to act on behalf of Contractor available during work hours.

5.2 PROJECT DIRECTOR - Contractor staff must include a Project Director.

5.2.1 Responsibilities: The Project Director will plan, organize and direct all administrative and Program activities related to the Program.

The Project Director will define lines of authority and will develop the roles and parameters of responsibility for Program staff consistent with established County requirements. The Project Director shall have full authority to act on behalf of the Contractor on all contract matters relating to the daily operations of this Contract. The Project Director, or their designee, shall be available to County during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday to oversee all the daily activities. In addition, the Project Director shall serve as the coordinator/liaison for all Area Agency on Aging (AAA) (see Appendix A (Sample Contract) Exhibit J - Definitions) - funded services, ensuring that any overall communications relevant to AAA services are conveyed to the appropriate personnel. The Project Director must be capable of, and able to take on the responsibilities of the Project Supervisor and/or Case Manager in their absence, should the need present itself.

5.2.2 Minimum Education, Experience and Qualifications:

5.2.2.1 Bachelor's degree from an accredited university in the Social or Behavioral Sciences or a related field.

5.2.2.2 A minimum of two (2) years administrative experience in the fields of health or social services, including case management.

5.2.2.3 The individual must possess and have demonstrated experience in the following:

5.2.2.3.1 Ability to speak/read/understand English fluently;

5.2.2.3.2 Ability and experience to provide guidance on decisions requiring judgment, assistance with problem situations, and approval of care plans and discharge;

5.2.2.3.3 Ability and experience in explaining goals, policies, and procedures and assisting staff in adjusting to changes that occur;

5.2.2.3.4 Ability and experience encouraging the development of professional growth and upgrading of skills through access to training and current literature;

5.2.2.3.5 Ability and experience evaluating the performance of the Project Supervisor and Case Manager/Counselor based on established criteria;

5.2.2.3.6 Ability and expertise in the provision of Family Caregiver and/or Grandparent/Relative Caregiver Client Services.

5.3 PROJECT SUPERVISOR – Contractor staff must include a Project Supervisor.

5.3.1 Responsibilities: Under the direction of the Project Director, the Project Supervisor is responsible for planning, coordinating, organizing, and developing the principles and techniques employed related to the FCSP. The position's primary responsibilities include: (a) ongoing supervision of FCSP Services staff, including ensuring that all FCSP Services are delivered appropriately and within the established time frames; (b) review and approval of all Family Caregiver and/or Grandparent/Relative Caregiver Client care plans, including purchase of services; and (c) monitoring of Client outcomes. The Project Supervisor shall review ongoing cases with Case Managers at least quarterly to determine the need for ongoing FCSP Services.

The Project Supervisor may also serve as the Project Director if all qualifications for the Project Director are met. The Project Supervisor should be capable of, and able to take on the responsibilities of the Case Manager(s) in their absence, should the need present itself.

The Project Supervisor, or their designee, shall be available to Family Caregiver and/or Grandparent/Relative Caregiver Clients, potential Clients, referral sources, as well as the County, during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County recognized holidays, to oversee all the daily activities.

5.3.2 Minimum Education, Experience and Qualifications:

5.3.2.1 Bachelor's degree from an accredited university in the Social or Behavioral Sciences or a related field.

5.3.2.2 A minimum of two (2) years experience in social service case management or a related field; persons with a Master's degree from an accredited university in the Social or Behavioral Sciences or a related field may substitute one (1) year of experience required.

5.3.2.3 The individual must demonstrate the following:

5.3.2.3.1 Ability to speak/read/understand English fluently;

- 5.3.2.3.2 Ability and experience providing guidance on decisions requiring judgment, assistance with problem situations, and approval of care plans and discharge;
- 5.3.2.3.3 Experience explaining goals, policies, and procedures and assisting staff in adjusting to changes that occur;
- 5.3.2.3.4 Ability and experience encouraging the development of professional growth and upgrading of skills through access to training and current literature;
- 5.3.2.3.5 Ability and experience evaluating the performance of Case Manager based on established criteria;
- 5.3.2.3.6 Expertise in the provision of Family Caregiver and/or Grandparent/Relative Caregiver Client Services.

5.4 CASE MANAGER – Contractor staff must include a Case Manager.

5.4.1 Responsibilities: Under the supervision of the Project Supervisor, a Case Manager shall evaluate potential Family Caregiver and/or Grandparent/Relative Caregiver Clients to assess their needs by identifying the functional and/or other limitations that impede routine caregiving duties, responsibilities, and productivity; developing care plans, and coordinating the provision of available Services based on needs. In addition, a Case Manager must ensure that the County's Universal Intake Form (see Appendix A (Sample Contract) Exhibit J – Definitions) is completed for each Family Caregiver and/or Grandparent/Relative Caregiver Client who receives Services. A Case Manager shall determine if follow-up and reassessment may be required, as needed. Case Managers shall be assigned to no more than ten (10) Clients at a time.

5.4.2 Minimum Education, Experience and Qualifications:

5.4.2.1 Bachelor's degree from an accredited university in the Social or Behavioral Sciences or a related field.

5.4.2.2 A minimum of two (2) years full-time paid or volunteer experience in social services or a related social services field; may substitute one (1) year of education in the Social or Behavioral Sciences, or a related field, beyond a Bachelor's degree for each year of experience required.

5.4.2.3 The individual must demonstrate the following:

5.4.2.3.1 Ability to speak/read/understand English fluently;

5.4.2.3.2 Ability and experience communicating effectively with Family Caregiver and/or Grandparent/Relative Caregiver Clients, family members, Contractors, and co-workers;

5.4.2.3.3 Ability and experience treating Family Caregiver and/or Grandparent/Relative Caregiver Clients, family members, Contractors, and co-workers with respect and dignity;

5.4.2.3.4 Knowledge of human behavior and the aging process;

5.4.2.3.5 Knowledge of community resources and available funding sources;

5.4.2.3.6 Knowledge of the quality of Services recommended; and

5.4.2.3.7 Knowledge of social and health intervention techniques.

5.5 CAREGIVER SUPPORT GROUP FACILITATOR

5.5.1 Responsibilities: Must lead a group of three (3) to twelve (12) Family Caregiver and/or Grandparent/Relative Caregiver Clients, per the CDA Service Categories and Data Dictionary, to provide them with a forum to exchange "histories", information, encouragement, hope and support. The Caregiver Support Group Facilitator shall provide FCSP Services, i.e., Caregiver Support Group Services, to a group of no less than three (3) and no more than twelve (12) in a manner so as to assist Family Caregiver and/or Grandparent/Relative Caregiver Clients in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles, with the intent to train and reassure Family Caregiver and/or Grandparent/Relative Caregiver Clients to feel comfortable in making decisions and solving problems relating to their caregiving role.

5.5.2 Minimum Education, Experience and Qualifications:

5.5.2.1 Associate of Arts degree in the Social or Behavioral Sciences or a related field.

5.5.2.2 A minimum of two (2) years paid or volunteer experience that includes speaking to large groups and conducting training seminars or classes.

5.5.2.3 The individual must demonstrate the following:

5.5.2.3.1 Knowledge of community resources;

5.5.2.3.2 Experience dealing with Older Adult and/or functionally impaired adult populations from diverse ethnic backgrounds and socioeconomic levels;

5.5.2.3.3 English Verbal and written communication skills.

5.6 MULTILINGUAL CAPABILITIES OF CONTRACTOR'S STAFF

5.6.1 Contractor must provide Services in the primary/native language of the Family Caregiver and/or Grandparent/Relative Caregiver Client to Clients with limited or no English speaking capabilities. Contractor shall make efforts to employ employees and recruit volunteers who are bilingual or who are fluent in the dominant languages of the community. Contractor shall not require any Family Caregiver and/or Grandparent/Relative Caregiver Client to provide his/her own interpreter.

5.6.2 Contractor must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, Contractor must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served by Contractor. In addition, Contractor and its employees, including volunteers, are expected to develop cultural competency and cross-cultural clinical practice skills. Contractor must also develop effective linkages with various ethnic, health and social service agencies for the benefit of Family Caregiver and/or Grandparent/Relative Caregiver Clients to reflect the ethnic and cultural needs of the community being served.

5.7 USE OF VOLUNTEER SERVICES

Volunteers may be recruited, trained and used by Contractor to expand the provision of FCSP Services.

Volunteers must be appropriately qualified for the responsibilities Contractor intends to assign them to prior to beginning those responsibilities. Volunteers shall be solely the responsibility of the Contractor, and shall report to the Project Supervisor, or another employee of Contractor as designated by the Project Supervisor. If possible, Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in a community service setting.

6.0 FISCAL

6.1 Matching Share

6.1.1 Contractor shall provide at least a 25% match (contribution) of its Maximum Annual Contract Sum/Expenditures as funded by County in accordance with the provisions of Appendix A (Sample Contract) Exhibit B - Budget. The matching share may be cash or an in-kind contribution, as further explained below, or a combination thereof.

6.1.1.1 In-kind contributions are property or services provided by Contractor that benefit a contract-supported project or program, and are contributed by non-federal entities without charge to Contractor.

6.1.1.2 The criteria for establishing the value on non-cash items shall be Fair Market Value, and in the case of Volunteer services, shall be Fair Market Value of services. However, in-kind contributions performed via Volunteer services shall not exceed 50% of the required 25% Contractor match.

6.2 Contractor Indirect Costs

6.2.1 The maximum amount payable under this Contract for Indirect Costs, as defined below, is 8% of the Contractor's Maximum Annual Contract Sum. Indirect Costs exceeding the 8% maximum shall not be charged to this Contract; however, such costs in excess of the 8% Indirect Costs maximum may be budgeted as a match contribution and used to meet the minimum requirements specified in Paragraph 6.1, above.

6.2.2 Indirect Costs: Costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost objective. Examples of Indirect Costs include, but are not limited to, salaries, employee benefits, supplies and other costs related to general administration of the organization and salaries and expenses of executive officers, personnel administration and accounting.

- 6.2.3 If Contractor requests payment for Indirect Costs, Contractor shall retain on file an approved Indirect Cost Rate of a Cost Allocation Plan, as defined in 6.3 below, documenting the methodology used to determine Indirect Costs. Such records shall be maintained in accordance with record retention policies outlined in Appendix A (Sample Contract) Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).

6.3 Cost Allocation Plan for Cost Reimbursement Activities

- 6.3.1 Contractor shall submit an annual organization-wide Cost Allocation Plan pursuant to the requirements outlined herein. The Cost Allocation Plan shall be prepared in accordance with County instructions and applicable OMB Circulars, as well as any other applicable federal, State or County laws or regulations, and, at a minimum shall include the following:

- 6.3.1.1 Contractor general accounting policies, including:

- 6.3.1.1.1 Basis of accounting

- 6.3.1.1.2 Fiscal year

- 6.3.1.1.3 Method for allocating Indirect Costs (e.g., simplified, direct, multiple, negotiated rate, etc.)

- 6.3.1.2 Contractor's Authorized Representative (as defined in Appendix A (Sample Contract), Exhibit J - Definitions) shall sign the Cost Allocation Plan, certifying the accuracy of the Plan.

- 6.3.1.3 Indirect Cost rate allocation base

- 6.3.1.3.1 The Contractor's Direct and Indirect Costs (by category) and describing the cost allocation methodology for each category.

- 6.3.1.3.2 The Contractor's Cost Allocation Plan shall support the distribution of any joint costs with other funding sources related to the tasks and activities of this Contract. All costs included in the Cost Allocation Plan will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Contractor acknowledges that budget allocations are not adequate documentation.

- 6.3.1.4 Contractor shall submit a Cost Allocation Plan to County's Contract Manager, identified by Fiscal Year, as follows:
 - 6.3.1.4.1 Contractor shall submit the Cost Allocation Plan within sixty (60) days of execution of this Contract. County has developed a sample Cost Allocation Plan; Contractor may request a copy thereof upon providing a written request to County's Contract Manager.
 - 6.3.1.4.2 Annually, Contractor shall also submit a new Cost Allocation Plan to County's Contract Manager for review and approval within sixty (60) days of the start of each Fiscal Year.
- 6.3.1.5 The Cost Allocation Plan shall be subject to review and approval by County.
- 6.3.1.6 County will test Contractor's Cost Allocation Plan during the normal course of monitoring to ensure Contractor's compliance with this Contract and OMB Circular requirements (OMB Circular A-87). Contractor's failure to comply may result in suspension of payment(s), suspension of the Contract, termination of the Contract or other remedies as determined by County under this Contract or at law.
- 6.3.1.7 Pursuant to record retention policies outlined in Appendix A (Sample Contract) Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), Contractor will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs associated with all Work under this Contract.

6.4 Closeout Reports

- 6.4.1 Within 30 days of the end of each Fiscal Year, Contractor shall prepare and submit a Closeout Report in the form and manner designated by County. The Closeout Report shall include the reporting of expenses and accruals through the last day of the Fiscal Year.
- 6.4.2 If this Contract is terminated or cancelled prior to June 30th of any Fiscal Year, the Closeout Report shall be for that Contract period which ends on the termination or cancellation date.

Contractor shall submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.

6.5 Program Income Statement Report

6.5.1 Program Income (see Appendix A (Sample Contract) Exhibit J - Definitions)) includes, but is not limited to:

6.5.1.1 Voluntary contributions received from Family Caregiver and/or Grandparent/Relative Caregiver Client or responsible party as a result of receiving Services;

6.5.1.2 Income from usage or rental fees of real or personal property acquired with Contract Funds;

6.5.1.3 Royalties received on patents and copyrights from Work activities under this Contract; proceeds from the sale of items fabricated under terms of this Contract; and

6.5.1.4 Fees earned from the provision of Services performed under this Contract.

6.5.2 Contractor shall adhere to the Program Income requirements outlined in the applicable OMB Circulars and CFR that pertain to Contractor's organization (i.e., OMB Circular A-102, OMB Circular A-110 (2 CFR Part 215), Title 29 CFR Part 95, or Title 29 CFR Part 97).

6.5.2.1 The use of Program Income requires prior written approval from County's Contract Manager.

6.5.2.2 Contractor shall prepare an annual Program Income Statement Report ("Report") on Contract revenues versus expenditures, to identify the amount of Program Income. The Report shall be amended by Contractor if adjustments are required due to any new information received after the filing of the Report.

6.5.2.3 The Report shall be submitted along with the Closeout Report in the form, manner and timeline as designated by County.

6.6 Plan for Disposition of Program Income

6.6.1 If Contractor's Program Income Statement Report identifies Program Income, Contractor shall prepare and submit a Plan for Disposition of Program Income ("Plan"). The Plan shall be completed and submitted in the form and manner as designated by County within thirty (30) days after the Program Income Statement Report, as specified in 6.5, is due.

6.6.1.1 The Plan shall be reviewed by County for final approval. The Plan shall be amended by Contractor as soon as possible if the Program Income Statement Report is amended.

Program Income shall be spent on line items identified by Contractor in the Plan (upon County's approval of the Plan).

6.6.2 Final Report on Disposition of Program Income

6.6.2.1 Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, Contractor must submit a Final Report on Disposition of Program Income ("Final Report") to County in the form and manner designated by County.

6.6.2.2 If the Final Report is not submitted on the scheduled date, County, in its sole discretion, shall extend the completion date, renegotiate the Plan for Disposition of Program Income, recapture the balance of the unexpended Program Income, or pursue any other remedies available to County under this Contract.

6.6.3 Cash Reserve

6.6.3.1 Contractor must maintain a Cash Reserve equal to the amount it would cost to operate the Program for one (1) month. Grant funds may not be included in the Cash Reserve. Program Grant Funds may not be included in the Cash Reserves.

6.6.4 Method of Compensation Adjustment

6.6.4.1 County, at its sole discretion, has the option of altering the method of payment from full reimbursement for Units of Service completed to an amount equal to one-twelfth (1/12) of the Maximum Annual Contract Sum amount per month, if Contractor is providing Services to more Family Caregiver and/or Grandparent/Relative Caregiver Clients than anticipated at the time Services are first provided under the provisions of this Contract and it appears Contract Funds will be completely depleted prior to the full term of this Contract.

6.6.4.2 County will provide Contractor with at least two (2) weeks advance written notice of its decision to alter the method of payment.

6.6.4.3 In no event shall County's decision to alter or not alter the method of payment affect the Term, Maximum Annual Contract Sum, Work, or any other provision under the Contract unless pursuant to a validly executed Amendment to the Contract noting any such change(s).

7.0 PROGRAM PERFORMANCE/REALLOCATION OF CONTRACT FUNDS

7.1 Contractor is required to provide 100% of Services, and expend 100% of the Maximum Annual Contract Sum, contracted for and as stated in this Appendix A (Sample Contract) Exhibit A – Statement of Work, Exhibit B - Budget, Exhibit C - Mandated Program Services, and Exhibit S - Performance Requirements Summary (PRS) Chart.

7.2 A new or updated Appendix A (Sample Contract) Exhibit B (Budget) and Appendix A (Sample Contract) Exhibit C (Mandated Program Services) shall be completed by Contractor and provided to County prior to the beginning of each Fiscal Year.

7.3 Contractor's Program performance and Contract Funds of said Program will be evaluated during each Fiscal Year. Services and Contract Funds (see Appendix A (Sample Contract) Exhibit J – Definitions) may be reallocated if Contractor fails to either provide 95% of Services and/or expend 95% of the Maximum Annual Contract Sum allocated under this Contract, as provided in Appendix A – (Sample Contract) - Exhibit B (Budget) and/or Appendix A (Sample Contract) Exhibit C (Mandated Program Services).

7.4 Contractor's Services and Contract Funds may be reduced and reallocated to other AAA Contractors that are performing and/or expending at a higher level/rate and qualify for increases in its Services and Maximum Annual Contract Sum.

Additionally, County, at its discretion, may reduce Contractor's Services and Maximum Annual Contract Sum paid thereon in the following Fiscal Year to more accurately reflect Contractor's level of performance/expenditure.

- 7.5 Contractor acknowledges that this Contract includes Performance Requirements Summary (PRS) standards that will measure Contractor's performance related to the Program. The PRS Chart (Appendix A (Sample Contract) - Exhibit S - PRS Chart) identifies the standards required and the corresponding Acceptable Quality Level that Contractor is responsible for meeting.

8.0 REPORTS, DOCUMENTATION, AND DIRECT DATA ENTRY

- 8.1 The California State Department of Aging requires Contractor to establish record procedures that ensure the accuracy and authenticity of the number of eligible Family Caregiver and/or Grandparent/Relative Caregiver Client Services provided each day. The Contractor shall ensure the actual date of Service(s) is/are rendered, tracked, documented, and reported.
- 8.2 Harmony For Aging (HFA) Data Entry: (see Sub-paragraph 11.1) Contractor shall complete direct data entry into the HFA billing system within ten (10) days of Service delivery. Back-dating of data is not permitted.
 - 8.2.1 Family Caregiver and/or Grandparent/Relative Caregiver Client Assessments and Reassessments shall be entered into HFA within fourteen (14) days of their completion according to CDA guidelines.
 - 8.2.2 Contractor shall utilize the Daily Detail Screen when recording service delivery in HFA.
 - 8.2.3 Contractor shall link a caregiver to a Care Receiver for each and every Service delivered for Support Services, Respite Care Services, and Supplemental Services. Any FCSP service delivery recorded in HFA that is not linked will be disallowed by County and shall be deleted from the system by Contractor.
 - 8.2.4 Contractor shall input the number of activities and estimated audience size in HFA for Public Information on Caregiving activities.
 - 8.2.5 Contractor shall input the estimated audience size in HFA for Community Education activities.
 - 8.2.6 Contractor shall ensure that demographic information such as, but not limited to, address, age, gender, and language is completed fully for both caregiver and Care Receiver profiles.

- 8.2.7 Contractor shall ensure that all service deliveries for Support Services, Respite Care Services, and Supplemental Services are recorded in HFA by individual consumer, not by consumer group(s).
- 8.3 Contractor shall track all Contract Funds and shall provide a comprehensive report of Contract Funds during audits. Such records shall be maintained in accordance with record retention policies outlined in Appendix A (Sample Contract) Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).
- 8.4 Contractor shall maintain all records and reports, consistent with Appendix A (Sample Contract) Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of CSS, or their designee.
- 8.5 All information, records, data elements, and print-outs collected and maintained for the operation of the Program and pertaining to Family Caregiver and/or Grandparent/Relative Caregiver Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Contract Paragraph 7.5 (Confidentiality); California Welfare and Institutions Code Section 10850; 45 CFR Section 205.50; California Information Practices Act of 1977; and all other applicable laws and regulations and amendments thereto.

9.0 CUSTOMER SATISFACTION SURVEYS

- 9.1 Contractor shall conduct an annual FCSP Performance Requirement Summary Survey (FCSP Survey) (see Appendix A (Sample Contract) Exhibit J – Definitions) with Family Caregiver and/or Grandparent/Relative Caregiver Clients to evaluate Program performance. Contractor must forward the original to County designee and shall also keep a copy of the completed surveys on file and accessible to County for review. The results of the surveys will be used by Contractor to make quality improvements in Services provided to all Family Caregiver and/or Grandparent/Relative Caregiver Clients. Contractor may be asked by County to comply with and develop other outcome measures.
- 9.2 If Contractor already has an existing caregiver survey, the FCSP Survey is to accompany Contractor's survey. It shall be added at the end of their surveys when distributed to the Family Caregiver and/or Grandparent/Relative Caregiver Client. The FCSP Survey is mandatory; however, individual Contractor surveys are optional.
- 9.3 The FCSP Survey shall be disseminated to all FCSP Family Caregiver and/or Grandparent/Relative Caregiver Clients each Fiscal Year, and tallied by Contractor during the closeout period.

10.0 QUALITY CONTROL PLAN

10.1 Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure County a consistently high level of Service throughout the term of this Contract. The QCP shall be retained on file at Contractor's main administrative office, and shall be provided to County immediately upon request. The QCP shall include, but not be limited to, the following:

10.1.1 The method of monitoring Contractor is using to ensure that this Contract's requirements are being met.

10.1.2 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

11.0 INFORMATION TECHNOLOGY SYSTEMS

11.1 Harmony for Aging (HFA): HFA is a computerized data based system that all Contractors are required to use to record service delivery and required Family Caregiver and/or Grandparent/Relative Caregiver Client level information for caregivers and Care Receivers. Contractor is also required to have an internet compatible microcomputer system, internet gateway, and to ensure equipment is in working condition. Contractor shall be responsible for its own data and service delivery input into HFA.

11.1.1 HFA Personnel: Contractor shall assign an employee to have the primary responsibility for Family Caregiver and/or Grandparent/Relative Caregiver Client data entry into HFA. This person shall be the primary contact person for Client data issues and problems. The individual shall also be assigned a password to log-in and enter Client information. A back-up employee must be designated to act on behalf of the primary HFA contact person in the event of his or her absence.

11.1.1.1 Contractor shall inform the County of the name of the Contractor's HFA employee and back-up employee at the start of this Contract and within two (2) weeks of any reassignment or substitution. Only those Contractor employees who have been designated by Contractor and assigned a password by County shall be allowed to access HFA.

- 11.1.1.2 Contractor shall ensure that the employee and backup employee assigned for HFA training are properly trained to operate HFA and attend all HFA training provided by the AAA, and that HFA operations are in compliance with all applicable regulations.
- 11.2 Contract Management System (CMS): County has developed the Contract Management System Gateway ("System"), an automated system that allows County to electronically administer and manage the work specified in this Contract. County has implemented the System and Contractor shall use the System to perform its administrative contracting functions as directed by the County.
 - 11.2.1 County has established policies concerning the access, use and maintenance of the System. Contractor shall adhere to these policies, which include Appendix A (Sample Contract) Exhibit R (Contract Management System – Contractors Gateway Terms and Conditions of Use) instruction guides/tutorials provided by County, training sessions conducted by County, etc. Contractor's noncompliance with these policies may subject Contractor to denial of access to the System, suspension of payment(s), termination of the Contract, and/or other actions which County may take at its sole discretion under the terms of this Contract or applicable law or regulation.

12.0 UNUSUAL OCCURRENCES OR CRIME

- 12.1 Unusual Occurrences such as natural disaster (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of Family Caregiver and/or Grandparent/Relative Caregiver Clients, Contractor personnel or visitors to Contractor's facility(ies) shall be reported by the Contractor within twenty-four (24) hours to the local health officer by telephone and in writing, and to County by telephone and also in writing or email.
- 12.2 Crime related occurrences, such as theft or vandalism, must be reported by Contractor within twenty-four (24) hours to the local police or sheriff by filing a police report, and to County by telephone, and in writing or email. The Contractor shall also prepare and retain an incident report on file, and shall include a copy of the filed police report. Contractor shall maintain all incident reports in a manner consistent with Appendix A (Sample Contract) Paragraph 8.38 (Record Retention and Inspection/Audit Settlement). The Contractor shall furnish such other pertinent information related to such occurrence as the local authorities and/or County may require.

13.0 EMERGENCY AND DISASTER PREPAREDNESS

- 13.1 Notwithstanding Contractor's and County's contractual objective to provide Services to eligible persons, Contractor shall make Services available to any person impacted by a nationally- or state-declared emergency event, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse Contractor for funds expended.
 - 13.1.1 Contractor must have a written emergency plan on file describing how Services will be maintained in the event of a disaster or emergency.
 - 13.1.2 Contractor must maintain a registry of Family Caregiver and/or Grandparent/Relative Caregiver Clients with contact information for emergency purposes.
- 13.2 Contractor shall develop and have on file a written Business Continuity Plan (BCP) that describes how Contractor will reduce the adverse impact of any emergency event, as referenced in 13.1, to Family Caregiver and/or Grandparent/Relative Caregiver Clients as determined by both the scope of the event (e.g., who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Contractor shall make the BCP available to its employees, volunteers, and Subcontractors, for reference before, during, and after such emergency event disruptions.

14.0 LICENSES AND CERTIFICATIONS

- 14.1 Contractor shall obtain and maintain, during the term of this Contract, for Contractor and all staff, all appropriate licenses, permits and certificates required by all applicable County, State of California and/or federal laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of Services hereunder such as Business Licenses, Fire Department Inspection Reports, Certificates of Insurance as indicated in Appendix A (Sample Contract) Paragraph 8.24 (General Provisions of All Insurance Coverage) and Paragraph 8.25 (Insurance Coverage), and Health Department Inspection Reports.
- 14.2 Prior to the execution of this Contract , and in cases of new staff or staff with updated licenses, permits or certifications, Contractor shall provide copies of all new or updated licenses, permits and certificates within ten (10) business days of the license, permit or certification award or update. Copies shall be sent to County's Contract Manager listed in Appendix A (Sample Contract) Exhibit E (County's Administration) of the Contract.

15.0 TRAINING

- 15.1 Contractor is responsible for ensuring its staff, including both employees and volunteers, both existing and new, are properly trained in all areas related to providing Services for the FCSP. Staff must be qualified, sufficient in number to deliver the Service(s) adequately, and capable of establishing effective communication with the participants as well as other AAA network contractors.
- 15.2 Contractor shall develop and implement an internal staff training policy, including orientation to all new staff (which shall include employees and volunteers).
- 15.3 Contractor's Project Director shall ensure that all appropriate Contractor employees and volunteers attend all training sessions as required by County, held at a County facility or another site, as determined by County for Contractor's benefit. Further, Contractor shall ensure that, at a minimum, a Contractor's designated, paid employee represents Contractor at each training session. Contractor may also attend training opportunities outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be beneficial for the delivery of Family Caregiver and/or Grandparent/Relative Caregiver Client Services. Failure to attend mandated trainings shall be considered non-compliance with this Contract, and may result in further action pursuant to Appendix A (Sample Contract) Paragraph 9.12 (Probation and Suspension), and any other applicable Contract provisions.
- 15.4 Security Awareness Training: Contractor shall ensure that Contractor employees and volunteers who handle personal, sensitive or confidential information relating to the Program complete the Security Awareness Training module located at www.aging.ca.gov within thirty (30) days of the start date of this Contract or within thirty (30) days of the start date of any new employees or volunteers performance under this Contract. Contractor shall maintain certificates of completion on file and provide them upon request by County or State representatives.
- 15.5 Contractor shall attend all mandated trainings called by County, or authorized designee. Contractor shall be given advance notice of all scheduled trainings with County. Failure to attend mandated trainings shall be considered non-compliant with this Contract, and may result in further action pursuant to Paragraph 9.12 (Probation and Suspension), and any other applicable Contract provisions.
- 15.6 Contractor staff is also required to regularly attend trainings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by AAA and held at a County facility or another site, as determined by the County.

Contractor may also choose to attend educational training opportunities outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be beneficial for the delivery of Family Caregiver and/or Grandparent/Relative Caregiver Client Services, as well as other trainings designated by the AAA.

16.0 MEETINGS

- 16.1 Contractor shall attend all mandated meetings called by County, or authorized designee. Contractor shall be given 3-5 days advance notice of all scheduled meetings with County. Contractor may also be required to attend emergency meetings when necessary. Failure to attend mandated meetings shall be considered non-compliance with this Contract, and may result in further action pursuant to Appendix A (Sample Contract) Paragraph 9.12 (Probation and Suspension), and any other applicable Contract provisions.
- 16.2 Contractor staff is also required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by AAA and held at a County facility or another site, as determined by the County. Contractor may also choose to attend educational or training opportunities outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be beneficial for the delivery of Family Caregiver and/or Grandparent/Relative Caregiver Client Services, as well as other meetings designated by the AAA.

17.0 COLLABORATIONS

- 17.1 Contractor must form collaborations with County and City of Los Angeles Contractors providing Services funded through the OAA, including other program contractors, and other community organizations in order to ensure comprehensive and coordinated service delivery and to prevent unnecessary duplication of Services. Contractor is encouraged to share vital assessment information with other agencies providing Services to the Family Caregiver and/or Grandparent/Relative Caregiver Client in the home. However, in sharing information with other agencies, Contractor must respect Client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.
- 17.2 Contractor shall establish procedures to protect all Family Caregiver and/or Grandparent/Relative Caregiver Client information consistent with the terms of this Contract; any amendments thereto; and all applicable laws and shall not disclose Client information without written consent from County and the Client.

18.0 LOCATION OF SERVICE AND HOURS OF OPERATION

- 18.1 Contractor shall maintain an office in Los Angeles County.
- 18.2 Contractor's office shall be open a minimum eight (8) hours per day between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding County observed holidays.
- 18.3 Contractor shall publicly display at all Contractor office locations/sites the days and hours of operation for the provision of contracted Services. Contractor shall ensure that availability for FCSP Services is appropriate for the demographics associated with the service area (site location).
- 18.4 Contractor shall inform County in writing and receive a written County approval at least sixty (60) days prior to relocation of Contractor's office or site location(s).
 - 18.4.1 Contractor shall include the identity of each designated community focal point as specified in OAA, 42 USC 3026(a)(3)(A). Contractor shall utilize Appendix A (Sample Contact) Exhibit F (Contractor's Administration) to identify or update site locations, as needed.
- 18.5 Contractor shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and federal occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Contractor shall comply with the Americans with Disabilities Act of 1990, as amended.
- 18.6 Prior to modifying or terminating Services, or revising hours of service delivery at a previously designated location(s), and before commencing such Services at any other location, Contractor shall obtain written consent of the County, and shall comply with Appendix A (Sample Contract) Paragraph 9.8 (Modifications), as applicable.

18.7 Safety and Working Conditions

- 18.7.1 Contractor shall observe all applicable local, State and federal health and safety standards. Contractor shall ensure that all Family Caregiver and/or Grandparent/Relative Caregiver Clients and Contractor employees and volunteers in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC Section 651 et seq.), and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code Section 6300 et seq.), are not required or permitted to work, be trained or receive Services under conditions which are unsanitary, hazardous or otherwise detrimental to a person's health or safety.

19.0 MULTIPURPOSE SENIOR CENTERS

- 19.1 If Contractor operates a Multipurpose Senior Center as defined under Title 42 USC Section 3002, Contractor must adhere to all applicable Los Angeles County, State of California, and Federal guidelines and regulations, including, but not limited to, 22 CCR Sections 7550 – 7562.
- 19.2 If Contractor operates a Multipurpose Senior Center, as noted in 19.1 above, Contractor shall also comply with the provisions contained in the following acts:
 - 19.2.1 Copeland "Anti-Kickback" Act (18 USC 874) (29 CFR Part 3)
 - 19.2.2 Davis-Bacon Act (40 USC 3141-3142) (29 CFR Part 5)
 - 19.2.3 Contract Work Hours and Safety Standard Act (40 USC 327-332) (29 CFR Part 5)
 - 19.2.4 Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR Part 60)
- 19.3 Contractor acknowledges that when an existing facility has been altered with Contract Funds available through this Contract and is used as a Multipurpose Senior Center, the period of time in which such facility must be used as a Multipurpose Senior Center is as follows:
 - 19.3.1 Not less than three (3) years from the date this Contract terminates or expires where the amount of the Contract or award of Contract Funds including the non-federal share does not exceed thirty thousand dollars (\$30,000).

- 19.3.2 If the amount of award exceeds thirty thousand (\$30,000), the fixed period of time shall not be less than three (3) years from the date the Contract, terminates or expires, and increased one (1) year for each additional ten thousand dollars (\$10,000), or part thereof, to a maximum adjustment factor of seventy five thousand dollars (\$75,000).
- 19.3.3 For amounts, or award of Contract Funds, exceeding seventy five thousand (\$75,000), the fixed period of time shall not be less than ten (10) years from the date this Contract expires or terminates.

20.0 GREEN INITIATIVES

- 20.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 20.2 Contractor shall notify County’s Contract Manager of Contractor’s green initiatives prior to commencement of this Contract.

21.0 CONTRACT DOCUMENT DELIVERABLES

- 21.1 Contractor shall complete and submit to County certain deliverable, which are specified herein, as part of this Contract’s deliverables. Upon commencement of this Contract and annually thereafter (or as otherwise established by County), Contractor shall submit the following Contract Document Deliverables in the form and manner that is prescribed by County:
 - 21.1.1 Contract Compliance Documents (as described in Sub-paragraph 21.3).
 - 21.1.2 Business Forms (as described in Sub-paragraph 21.4)
 - 21.1.3 Reporting Documents (as described in Sub-paragraph 21.5)
- 21.2 Contractor’s failure to timely submit documents required or requested by County may result in suspension of payments or other remedies as determined by County.
- 21.3 Contract Compliance Documents
 - 21.3.1 Contractor shall provide to County’s Contract Manager, by the deadline imposed by County, current copies of the following Contract Compliance Documents:

- 21.3.1.1 Business License: When the local governing authority requires Contractor's organization to obtain a license to operate and conduct business within its local governing authority's jurisdiction, Contractor shall obtain such license to perform the Services outlined in this Contract. The local governing authority may be either the local city government for entities doing business within its city's limits or the County of Los Angeles for entities located outside of city limits (i.e., unincorporated areas or designated cities). Contractor shall ensure that the license is current throughout the entire term of this Contract. Contractor shall provide a current copy of its license to County annually (or upon expiration, as noted on the license).
- 21.3.1.2 Certificate of Insurance: The certificate shall evidence Contractor's compliance with the insurance requirements outlined in Appendix A (Sample Contract) Paragraphs 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract.
- 21.3.1.3 Fire Department Inspection Report: For each Service site that a Family Caregiver and/or Grandparent/Relative Caregiver Client (as defined in Appendix A (Sample Contract) Exhibit J – Definitions of the Contract) will visit, Contractor shall obtain an annual fire inspection of its facility(ies). The inspection shall be conducted by the Los Angeles County Fire Department or by Contractor's local fire department, and Contractor shall obtain a written report of the inspection which shall be provided to County annually. In the event that violations are noted on the inspection report, Contractor shall ensure that it complies with all corrective measures as directed by the fire department. Contractor shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from the fire department.
- 21.3.1.4 Health Department Inspection Report: For each Service site where Contractor provides Services that require an inspection by County of Los Angeles Department of Public Health, Contractor shall annually provide a current copy of such inspection report (which is also known as Retail Food Official Inspection Report). In the event that violations are noted on the inspection report, Contractor shall ensure that it complies with all corrective measures as directed by the Department of Public Health.

Contractor shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from the Department of Public Health.

- 21.3.1.5 Public Health Permit: For every Service site where Contractor provides Services (as defined in Appendix A (Sample Contract) Exhibit J - Definitions of the Contract) that require a permit issued by County of Los Angeles Department of Public Health, Contractor shall provide a current copy of such permit annually (or upon expiration, as noted on the permit).

21.4 Business Forms

- 21.4.1 Contractor shall provide to County's Contract Manager, by the deadline imposed by County, the following Business Forms:

- 21.4.1.1 Articles of Incorporation: This document, which evidences the legal formation of Contractor's organization, shall reflect Contractor's current legal name; and, County shall use this document as verification of Contractor's name. In the event there are any amendments or addendums to the articles of incorporation, Contractor shall provide copies of such amendments/addendums to County within five (5) days of said amendments/addendums being finalized.

- 21.4.1.1.1 When Contractor's organization is a local government or a consortium of local governments, Contractor shall provide either a city charter or a joint powers agreement, respectively, in lieu of the articles of incorporation.

- 21.4.2 Board of Director's Resolution: A resolution which provides written evidence to support the delegated authority that Contractor's organization has vested in its Authorized Representative (as defined in Appendix A (Sample Contract) Exhibit J – Definitions of the Contract), who will act on behalf of the Contractor pursuant to Appendix A (Sample Contract) Paragraph 8.3 (Authorization Warranty) of this Contract. Such written evidence shall adhere to the following requirements:

- 21.4.2.1 If Contractor is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or an agency of the United States, a State, or a political subdivision of a State; or any interstate governmental agency), Contractor shall submit a copy of its resolution, order or motion which has been approved by its Governing Body (e.g. Board of Supervisors, City Council, etc.) to County. If Contractor is a private nonprofit entity, Contractor shall submit a copy of written authorization from its Governing Body (e.g., Board of Directors) to County.
- 21.4.2.2 Contractor's resolution, order, motion or other authorization shall contain the following elements: reference to this Contract number; authorize execution of this Contract; identify Contractor's Authorized Representative who will execute the original Contract, and any subsequent amendments to this Contract; identify Contractor's Authorized Representative and any subsequent amendments to this Contract; and, approve and accept Contract Funds (as defined in Appendix A (Sample Contract) Exhibit J – Definitions of the Contract). In the event that there is a change in Contractor's Authorized Representative, Contractor shall provide County a revised resolution, order, motion or other authorization which reflects the new Authorized Representative within five (5) days of being approved by the Governing Body.
- 21.4.3 Board of Directors Roster: The roster shall include the individuals who comprise Contractor's Board of Directors. In the event that the roster is updated, Contractor shall provide updated roster to County within five (5) days of it being approved or finalized.
- 21.4.4 By-Laws: This document shall reflect the internal rules which govern Contractor's organization. These rules are generally concerned with the operation of the organization, and setting out the form, manner or procedure in which the organization should operate. In the event that the bylaws are amended, Contractor shall provide such amendments to County within five (5) days of them being approved.
- 21.4.5 Complaint Policies and Procedures: Contractor's policies and procedures for receiving, investigating and responding to Family Caregiver and/or Grandparent Relative Caregiver Client complaints shall be prepared and submitted to County pursuant to the requirements outlined in Appendix A (Sample Contract) Paragraph 8.5 (Complaints) of this Contract.

- 21.4.6 Direct Deposit Authorization Form: Document completed by Contractor for purposes of authorizing payment for Services to be received through direct deposit into Contractor's bank account. County shall provide the form to Contractor upon commencement of Contract.
- 21.4.7 Organization Chart: The chart shall provide an outline of the hierarchy, relationships and relative ranks of Contractor's organizational parts and positions/jobs as it relates to the operations of this Contract. In the event that Contractor revises its organization chart, a copy shall be provided to County within five (5) days of any change in its organization chart.
- 21.4.9 Subcontract: An executed third-party agreement (as defined in Appendix A (Sample Contract) Paragraph 8.40 (Subcontracting) and Exhibit J – Definitions)) of this Contract, and any amendments or addendums thereto, shall be provided to County within five (5) days of the execution of that agreement, amendment and addendum.
- 21.4.11 Tax Exempt Status Letter: Written documentation that is obtained from the Internal Revenue Service, must evidence Contractor's tax exempt status. When Contractor is a non-profit entity, such evidence must reflect Contractor's tax-exempt status. In the event Contractor's tax exempt status changes, Contractor shall provide County a copy of its new status within five (5) days of any change in its tax exempt status.
- 21.4.12 Terms and Conditions of Use-User Agreement: Each employee who will access the Contract Management System – Contractor's Gateway shall complete and submit this agreement. Additional information is available in Appendix A (Sample Contract) Exhibit R (Contract Management System – Contractor's Gateway Terms and Conditions of Use).

21.5 Reporting Documents

- 21.5.1 Contractor shall provide to County's Contract Manager, by the deadline imposed by County, the following Reporting Documents:
 - 21.5.1.1 Cost Allocation Plan: This plan shall adhere to the requirements outlined in Sub-paragraph 6.3 (Cost Allocation Plan for Reimbursement Activities) above.

- 21.5.1.2 Closeout Report: (see Appendix A (Sample Contract) Exhibit J – Definitions). This report shall adhere to the requirements outlined in Sub-paragraph 6.4 (Close-Out Reports) above.
- 21.5.1.3 Program Income Statement Report: This report shall adhere to the requirements outlined in Sub-paragraph 6.5 (Program Income Statement Report) above.
- 21.5.1.4 Other Reporting Documents: From time-to-time, County or its designee(s) may request other documents relating to Contractor's performance, work, and/or Services. County shall not be unreasonable in its request and Contractor shall adhere to County's request for such documents.

22.0 OTHER PROVISIONS

22.1 PROGRAM SUPERVISION, MONITORING AND REVIEW

Services hereunder shall be provided by Contractor under the general supervision of County. County shall have the right to supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services and the criteria for determining the persons to be served. Contractor agrees to extend to County, to authorized State representatives, and to authorized federal representatives, the right to review and monitor Contractor's facilities, programs, records, or procedures at the discretion of County, State and Federal representatives.

22.2 SOLICITATION OF VOLUNTARY CONTRIBUTIONS

22.2.1 Contractor shall ensure that Family Caregiver and/or Grandparent/Relative Caregiver Clients are not required to contribute to the Program when they are requesting or receiving Services. Solicitation of voluntary contributions may not be coercive. Family Caregiver and/or Grandparent/Relative Caregiver Clients shall not be denied Services based on their inability or unwillingness to contribute.

22.2.1.1 Contractor shall develop a method to enable Family Caregiver and/or Grandparent/Relative Caregiver Clients to voluntarily contribute to the cost of the Program. The following practices pertaining to voluntary contributions/donations and/or share of costs **are not allowed**:

- 22.2.1.1.1 Requests from Family Caregiver and/or Grandparent/Relative Caregiver Clients to assist in the share of costs to the Program.
- 22.2.1.1.2 Tracking donations by accounts receivable.
- 22.2.1.1.3 Tracking donations by individual participants.
- 22.2.1.1.4 Pamphlets and websites must not state that payment is required for Services or state a monetary amount for Services.
- 22.2.1.1.5 Employing tactics, in any way, that could be viewed as embarrassing to Clients and/or obligatory requests for donations.
- 22.2.1.1.6 Employing tactics such as allowing volunteers to guard the collection boxes or having Clients sign in and pay before receiving Services.
- 22.2.1.1.7 At the time of the intake interview, compelling a Client to pledge a particular amount as an agreed upon donation.
- 22.2.1.1.8 Using coercion to solicit voluntary contributions.
- 22.2.1.1.9 A donation request should not resemble a billing statement or invoice.
- 22.2.1.1.10 Imposing a suggested contribution rate based on a Client's income.
- 22.2.1.2 Contractor shall clearly inform each Family Caregiver and/or Grandparent/Relative Caregiver Client that there is no obligation to contribute, and that any contributions they make are strictly voluntary.
- 22.2.1.3 Contractor must have a mechanism in place to ensure that the privacy and confidentiality of each Family Caregiver and/or Grandparent/Relative Caregiver Client is protected whether or not they choose to make a contribution.
- 22.2.1.4 Contractor must establish a procedure for soliciting donations that provides the Family Caregiver and/or Grandparent/Relative Caregiver Client with a confidential method for making donations.

- 22.2.1.5 Volunteers and/or staff at the sign-in table must be trained on the donation policy, emphasizing the confidential nature of any contributions.
- 22.2.1.6 Family Caregiver and/or Grandparent/Relative Caregiver Client contributions received may be used for FCSP Services. However, any contributions will not reduce the Contract amount and shall only be used to supplement, not supplant, Program funds.
- 22.2.1.7 Contractor shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at the Contractor's site.
- 22.2.1.8 Contractor shall separate collected contributions from Contract funding. All contributions and fees shall be identified as Program Income and used to increase the number of Family Caregiver and/or Grandparent/Relative Caregiver Clients served, facilitate access, and/or provide supportive services.
- 22.2.1.9 Contributions on hand at the end of each fiscal year may be retained, and shall be recorded separately from grant-related income.
- 22.2.1.10 All records of contributions, written procedures governing solicitation of funds, solicitation materials, or other contribution-related records shall be held pursuant to record retention policies outlined in Appendix A (Sample Contract) Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).